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**CORPORATIONS — NATURE OF THE CORPORATION — CORPORATE ACTION PER SE THROUGH THE MEDIUM OF ADMINISTRATIVE OFFICER.** — A statute provided that chattel mortgages should have annexed an affidavit of consideration made by the holder of the mortgage, his agent, or attorney. The affidavit annexed to a mortgage taken by a corporation recited that the affiant was vice-president of the corporate mortgagee. *Held*, that the affidavit need not contain a recital that the affiant is an agent, because the act of the administrative officer was the act of the corporate mortgagee *per se*. *American Soda Fountain Co. v. Stolzenbach*, 68 Atl. 1078 (N. J., Ct. Err. and App.). See NOTES, p. 535.

**DAMAGES — CONSEQUENTIAL DAMAGES — MENTAL ANGUISH RESULTING FROM EXCLUSION FROM DANCE HALL.** — The plaintiff, attired in the uniform of a non-commissioned officer in the navy, was refused admission to the defendant's dance hall on a ticket bought by him while in civilian dress. *Held*, that the plaintiff may recover only the price of the ticket. *Buenzle v. Newport Amusement Ass'n*, 68 Atl. 721 (R. I.).

A theatre ticket is a revocable license; but if it is wrongfully revoked an action for breach of contract is maintainable. *Burton v. Scherpf*, 1 Allen (Mass.) 133. The ordinary rule limits recovery for breach of contract to those damages within the contemplation of the parties on entering the agreement. *Hadley v. Baxendale*, 9 Exch. 341; see 12 HARV. L. REV. 423. Although pecuniary loss only is contemplated as the result of a breach of most contracts, nevertheless, where it is clear that a breach of contract will result in mental anguish, such anguish is made the basis of further damages. For example, in an action for breach of contract to carry, damages were allowed for humiliation attending ejection from an excursion steamer. *Coppin v. Braithwaite*, 8 Jur. 875. Similarly, damages have been recovered for mental anguish resulting from breach of contract to furnish a trousseau on the agreed day, and to preserve the remains of a plaintiff's child until interment. *Lewis v. Holmes*, 109 La. 1030; *Renihan v. Wright*, 125 Ind. 536. Since humiliation might reasonably have been contemplated as a consequence of refusal to perform the present contract, in the absence of fraud on the plaintiff's part, the court's limitation on the verdict seems insupportable. See 1 HARV. L. REV. 17, 21.

**EXTRADITION — INTERSTATE EXTRADITION UNDER U. S. CONSTITUTION — WHAT CONSTITUTES A FUGITIVE FROM JUSTICE.** — The plaintiff, while in Rhode Island, was indicted for a crime committed in New York. Upon demand Rhode Island delivered him up to the New York authorities. When he was arraigned, the district attorney moved to dismiss the indictment for failure of evidence. The motion was granted, and the plaintiff returned to Rhode Island without objection from the authorities. He was again indicted in New York for this crime, and upon demand the Governor of Rhode Island had him arrested for extradition. He sued out a writ of *habeas corpus*. *Held*, that the plaintiff's discharge from custody be refused. *Bassing v. Cady*, 208 U. S. 386.

This is the first time this point has arisen. The Supreme Court refused to limit further the class of persons falling within the interstate extradition provisions in the United States Constitution and statutes. See 12 HARV. L. REV. 532; 21 *ibid.* 224.

**ILLEGAL CONTRACTS — CONTRACTS COLLATERALLY RELATED TO SOMETHING ILLEGAL — CONTRACT OBTAINED BY BRIBERY OF AN AGENT.** — A statute made it a crime to give an agent a bonus to influence his conduct in his employment. The plaintiff gave such a bonus to the defendant's agent, inducing the agent to give him a contract for the sale of goods to the defendant. Having fully performed, the plaintiff brought suit for the purchase price. *Held*, that he cannot recover. *Sirkin v. Fourteenth Street Store*, 38 N. Y. L. J. 2193 (N. Y. App. Div., Feb., 1908).

The agreement between the agent and the plaintiff would be illegal even in the absence of a statute. *Holcomb v. Weaver*, 136 Mass. 265. But the contract sued on is an independent contract with a different party. Though the means of procuring it are criminal, neither the consideration nor the purpose of the new

contract is illegal. The corrupt agreement with the agent would seem to be merely collateral to the main contract, and not so closely connected with it as to render it illegal. *City of Findlay v. Pertz*, 66 Fed. 427. The better view would hold the contract valid but voidable at the option of the defendant, as in cases of fraud. The defendant may then rescind the contract, return the goods and sue in tort for any damages he has suffered. *Young v. Hughes*, 32 N. J. Eq. 372. Or he may affirm the contract and claim the bonus, from the agent if it has been paid over to him; if not, from the plaintiff. *Grant v. The Gold, etc., Syndicate*, [1900] 1 Q. B. 233. To allow the defendant to keep the goods and to pay nothing for them seems erroneous.

**INJUNCTIONS — NATURE AND SCOPE OF REMEDY — STREET RAILWAY ENJOINED FROM DECREASING ITS SERVICE.** — The defendant railway threatened to decrease the number of cars on one of its lines from one every ten minutes to one every twenty minutes. The attorney-general applied for a decree enjoining it from running a smaller number of cars than at present. The lower court granted a permanent injunction. *Held*, that the injunction is proper. *Territory of Hawaii v. Honolulu Rapid Transit & Land Co.*, Sup. Ct. of Hawaii, Jan. 20, 1908.

It may be taken as an elementary principle that equity should not intervene except in the absence of an adequate remedy at law. It would seem that the court should be especially careful in a case like this because of the hesitation which is usually felt over granting a mandatory injunction. See 12 HARV. L. REV. 95. Further, it is submitted that there is an adequate remedy by *mandamus*. The facts in this case appeared to the court to show clearly that it was the statutory duty of the railroad to maintain the more frequent service. It is no objection that the statute does not order a specific number of cars, so long as the duty is clear and the railway fails to perform it. *Mandamus* has been frequently granted in analogous cases. *Indiana v. L. E. & W. Ry.*, 83 Fed. 284; *People v. Troy & Boston Ry.*, 37 How. Pr. (N. Y.) 427. Since the duty is owed to the public, suit may properly be brought by the attorney-general in their behalf. *Florida v. Johnson*, 30 Fla. 433. It would seem, therefore, that this is not a proper case for an injunction, negative in form but mandatory in substance.

**INSURANCE — DEFENSES OF INSURER — EXECUTION OF INSURED FOR CRIME.** — A insured his life with the defendant company under a policy which contained no provision against death at the hands of justice. He committed a murder, and was convicted and executed therefor. His executor sought to recover on the policy. *Held*, that he can recover. *Collins v. Metropolitan Life Ins. Co.*, 83 N. E. 542 (Ill.). See NOTES, p. 530.

**INTERSTATE COMMERCE — ELKINS ACT — RECEIVING ILLEGAL CONCESSIONS FROM PUBLISHED RATES A CONTINUING CRIME.** — The defendant carrier's contract with the defendant shipper called for transportation at rates which necessitated concessions, owing to a subsequent change in the published rates. The concessions were obtained and the goods delivered to the carrier in Kansas. The prosecution was instituted in a district of Missouri through which the goods were transported. *Held*, that the concessions so granted were a violation of the Elkins Act, and that the court has jurisdiction, since receiving such concessions is a continuing act. *Armour Packing Co. v. United States*, 209 U. S. 56.

For a discussion of this case in the lower court, see 21 HARV. L. REV. 135.

**LIMITATION OF ACTIONS — ACCRUAL OF ACTION — ACTION BY OWNER OF FUTURE INTEREST IN PERSONALTY.** — The defendant bank assisted the owner of a life interest in several of its shares to sell the shares outright. *Held*, that the statute of limitations began to run against the owner of the future interest from the date of the sale. *Yeager v. Bank of Kentucky*, 106 S. W. 806 (Ky.).

A mere trespasser on land cannot be sued by the remainderman and conse-